

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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FAIR ISAAC CORPORATION,

Court File No. 16-cv-1054 (WMW/DTS)

Plaintiff,

v.

**FEDERAL’S AMENDED NOTICE  
OF 30(b)(6) DEPOSITION OF  
PLAINTIFF FAIR ISAAC  
CORPORATION**

FEDERAL INSURANCE COMPANY,  
an Indiana corporation, and ACE  
AMERICAN INSURANCE COMPANY,  
a Pennsylvania corporation,

Defendants.

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TO: Fair Isaac Corporation, c/o Allen Hinderaker, Heather Kliebenstein, and Michael A. Erbele, Merchant & Gould P.C., 3200 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402:

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Defendant Federal Insurance Company (“Federal”) will take the deposition upon oral examination of Plaintiff Fair Isaac Corporation (“FICO”) by its designated witness or witnesses regarding the topics identified in Attachment A attached hereto at **9:00 a.m. on January 25, 2019** at the offices of Fredrikson & Byron P.A., 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota. The deposition will be taken before and transcribed by a notary public or other officer authorized to administer oaths and record testimony. The testimony will be recorded by stenographic and videographic means.

Dated: January 8, 2019

*s/ Christopher D. Pham*

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Terrence J. Fleming (#0128983)

[tfleming@fredlaw.com](mailto:tfleming@fredlaw.com)

Lora M. Friedemann (#0259615)

[lfriedemann@fredlaw.com](mailto:lfriedemann@fredlaw.com)

Leah Janus (#0337365)

[ljanus@fredlaw.com](mailto:ljanus@fredlaw.com)

Christopher D. Pham (#0390165)

[cpham@fredlaw.com](mailto:cpham@fredlaw.com)

**FREDRIKSON & BYRON, P.A.**

200 South Sixth Street, Suite 4000

Minneapolis, MN 55402-1425

(612) 492-7000 (tel.)

(612) 492-7077 (fax)

*Attorneys for Defendants*

64161201.1

**ATTACHMENT A**  
**INSTRUCTIONS**

1. You are required to appear at the taking of a deposition to testify responsive to the following topics. You are required to furnish such information as is available to you, including but not limited to, information known to your officers, employees, agents, or anyone acting for or on your behalf.

2. If you have no information about the subject of a particular category or if for some reason you are unable to answer it, the response should specifically so state.

3. If you assert a claim of privilege in objection to any topic or question, identify the nature and basis of the privilege claimed, and provide as much of the following information as is not encompassed by the privilege: type; general subject matter and purpose; date; the names of persons making or receiving the communication, and of those present when it was made; the relationship of the named person to the author or speaker; and any other information upon which you may rely to support your claim of privilege or the immunity from discovery.

**AMENDED 30(B)(6) DEPOSITION TOPICS**

1. Fair Isaac Corporation's ("FICO") understanding of the scope of the Blaze Advisor® software license agreement with Federal Insurance Company ("Federal").

2. Identification of all FICO employees, representatives, or agents that communicated (i.e., involved in any meetings, emails, or phone conferences) with any employees, representatives, or agents of Federal and/or Chubb & Son, a division of

Federal, both in the United States and/or internationally, regarding the licensing of the Blaze Advisor® software.

3. Identification of all FICO employees, representatives, or agents that communicated with (i.e., involved in any meetings, emails, or phone conferences) and/or assisted any employees, representatives, or agents of Chubb & Son, a division of Federal, both in the United States and/or internationally, regarding the use, installation, implementation, downloading of, or programing of the Blaze Advisor® software.

4. FICO's knowledge with respect to the use of Blaze Advisor® software by Federal and/or Chubb & Son, a division of Federal.

5. FICO's communications with Federal and/or Chubb & Son, a division of Federal regarding the use, installation, implementation, downloading of, or programming of the Blaze Advisor® software at Federal and/or Chubb & Son, a division of Federal.

6. FICO's participation with or assistance to Federal and/or Chubb & Son, a division of Federal regarding the use, installation, implementation, downloading of, or programming of the Blaze Advisor® software at Federal and/or Chubb & Son, a division of Federal.

7. Any assistance by FICO, including identification of the FICO employees, in the installation of Blaze Advisor® software on servers located outside of the United States, including but not limited to the United Kingdom, Canada, and Australia.

8. Identification of all FICO employees, representatives, or agents involved in FICO's decision to terminate the license, and the grounds for the decision.

9. FICO's alleged damages in this action.

10. FICO's responses to Federal's document requests, and the efforts made to identify and collect responsive documents.

11. Identification of all FICO employees, representatives, or agents involved in the decision to provide a licensee with the right to continue using the Blaze Advisor® software when such use is believed to be the subject of an infringement or misappropriation claim.

12. Identification of all FICO employees, representatives, or agents involved in the decision to replace or modify the Blaze Advisor® software when use of the software is believed to be the subject of an infringement or misappropriation claim.

13. Identification of all FICO employees, representatives, or agents involved in the decision to terminate the Blaze Advisor® software license when use of the software is believed to be the subject of an infringement or misappropriation claim.

14. Identification of all FICO employees, representatives, or agents receiving and/or responding to audit request documents, including without limitation, all logs and records of legal requests relating to the software license agreement with Federal.

15. Identification of all FICO employees, representatives, or agents involved in the development in any way the rules that were implemented in Blaze Advisor® for Federal's use.

16. Identification of all rules that were implemented in Blaze Advisor® for Federal's use.

17. FICO's pricing method for Blaze Advisor® for the past eight (8) years.

18. FICO's criteria used in pricing Blaze Advisor® for the past eight (8) years.

19. Prices FICO charged all current and former clients over the past eight (8) years for both Cloud-based software and on-premises software, including all calculation methods for pricing.

20. Identification of all FICO employees, representatives, or agents involved in the creation of the standard contract language for software license agreements over the past eight (8) years.

21. Compensation information for salespeople for the past eight (8) years.

**CERTIFICATE OF SERVICE**

I hereby certify that on January 8, 2019, a copy of the foregoing was emailed to the following attorneys of record for Plaintiff Fair Isaac Corporation:

Allen Hinderaker, MN Bar # 45787  
Heather Kliebenstein, MN Bar # 337419  
Michael A. Erbele, MN Bar # 393635  
MERCHANT & GOULD P.C.  
3200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2215  
Tel: (612) 332-5300  
Fax: (612) 332-9081  
[ahinderaker@merchantgould.com](mailto:ahinderaker@merchantgould.com)  
[hkliebenstein@merchantgould.com](mailto:hkliebenstein@merchantgould.com)  
[merbele@merchantgould.com](mailto:merbele@merchantgould.com)

January 8, 2019

/s/ Brenda Haberman  
Brenda Haberman



## **EXHIBIT B**

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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FAIR ISAAC CORPORATION,

Court File No. 16-cv-1054 (WMW/DTS)

Plaintiff,

v.

FEDERAL INSURANCE COMPANY,  
an Indiana corporation, and ACE  
AMERICAN INSURANCE COMPANY,  
a Pennsylvania corporation,

**FEDERAL’S RENEWED AND  
SECOND AMENDED NOTICE OF  
30(b)(6) DEPOSITION OF  
PLAINTIFF FAIR ISAAC  
CORPORATION**

Defendants.

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TO: Fair Isaac Corporation, c/o Allen Hinderaker, Heather Kliebenstein, and Michael A. Erbele, Merchant & Gould P.C., 3200 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402:

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Defendant Federal Insurance Company (“Federal”) will take the deposition upon oral examination of Plaintiff Fair Isaac Corporation (“FICO”) by its designated witness or witnesses regarding the topics identified in Attachment A attached hereto at **9:00 a.m. on February 11, 2019** at the offices of Fredrikson & Byron P.A., 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota. The deposition will be taken before and transcribed by a notary public or other officer authorized to administer oaths and record testimony. The testimony will be recorded by stenographic and videographic means.

Dated: February 5, 2019

*s/ Leah C. Janus*

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Terrence J. Fleming (#0128983)

[tfleming@fredlaw.com](mailto:tfleming@fredlaw.com)

Lora M. Friedemann (#0259615)

[lfriedemann@fredlaw.com](mailto:lfriedemann@fredlaw.com)

Leah Janus (#0337365)

[ljanus@fredlaw.com](mailto:ljanus@fredlaw.com)

Christopher D. Pham (#0390165)

[cpham@fredlaw.com](mailto:cpham@fredlaw.com)

**FREDRIKSON & BYRON, P.A.**

200 South Sixth Street, Suite 4000

Minneapolis, MN 55402-1425

(612) 492-7000 (tel.)

(612) 492-7077 (fax)

*Attorneys for Defendants*

64161201.1

**ATTACHMENT A**  
**INSTRUCTIONS**

1. You are required to appear at the taking of a deposition to testify responsive to the following topics. You are required to furnish such information as is available to you, including but not limited to, information known to your officers, employees, agents, or anyone acting for or on your behalf.

2. If you have no information about the subject of a particular category or if for some reason you are unable to answer it, the response should specifically so state.

3. If you assert a claim of privilege in objection to any topic or question, identify the nature and basis of the privilege claimed, and provide as much of the following information as is not encompassed by the privilege: type; general subject matter and purpose; date; the names of persons making or receiving the communication, and of those present when it was made; the relationship of the named person to the author or speaker; and any other information upon which you may rely to support your claim of privilege or the immunity from discovery.

**AMENDED 30(B)(6) DEPOSITION TOPICS**

4. FICO's knowledge with respect to the use of Blaze Advisor® software by Federal and/or Chubb & Son, a division of Federal.

6. FICO's participation with or assistance to Federal and/or Chubb & Son, a division of Federal regarding the use, installation, implementation, downloading of, or programming of the Blaze Advisor® software at Federal and/or Chubb & Son, a division of Federal.

9. FICO's alleged damages in this action.

14. Identification of all FICO employees, representatives, or agents receiving and/or responding to audit request documents, including without limitation, all logs and records of legal requests relating to the software license agreement with Federal.

15. Identification of all FICO employees, representatives, or agents involved in the development in any way the rules that were implemented in Blaze Advisor® for Federal's use.

16. Identification of all rules that were implemented in Blaze Advisor® for Federal's use.

17. FICO's pricing method for Blaze Advisor® for the past eight (8) years.

18. FICO's criteria used in pricing Blaze Advisor® for the past eight (8) years.

19. Compensation information for salespeople for the past eight (8) years.

22. The factual basis for all alleged unlicensed uses of Blaze Advisor® that FICO asserts form the basis for, or support, its claims.

23. All other instances in which FICO has renegotiated or terminated a software license due to a merger, acquisition, or other similar event affecting the licensee, the facts surrounding such renegotiation and/or termination, and the change in license fee and structure (if any).

24. The circumstances under which FICO elects to conduct audits of its licensees, the criteria used to make such a decision, how frequently such audits are conducted, whether an audit was ever considered with respect to the Federal license, and why or why not.

## **EXHIBIT C**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION, a Delaware corporation,

Plaintiff,

V.

FEDERAL INSURANCE COMPANY, an Indiana corporation, and ACE AMERICAN INSURANCE COMPANY, a Pennsylvania corporation.

Defendant.

Case No. 16-cv-1054(WMW/DTS)

### **THIRD SUPPLEMENTAL INITIAL DISCLOSURES**

In accordance with Rule 26(a)(1) of the Federal Rules of Civil Procedure, the plaintiff, Fair Isaac Corporation (“FICO”), makes the following Third Supplemental Initial Disclosures to the defendant, Federal Insurance Company (“Federal”). These disclosures are based upon investigation and knowledge to date and may be supplemented, if necessary and appropriate, as discovery continues.

**Disclosures Required by Fed. R. Civ. P. 26(a)(1)(A)(i)**

Based on the information available to it at this time, FICO identifies the following individuals as likely to have discoverable information that it may use to support its claims or defenses in this matter. Any individuals who are identified as associated with FICO should not be contacted directly but should only be contacted through FICO's counsel of record in this action.

Jandeen Boone Senior Attorney, Ecolab Legal Counsel, FICO (Former)	Knowledge of the relationship between FICO and Chubb & Son; knowledge of the parties' negotiation of the Software License and Maintenance Agreement and the two amendments thereto (collectively, the "Agreement"); knowledge of the scope of the Agreement.
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<p>Jeremy Chen</p> <p>Product Management Professional, FICO (Former)</p> <p>Mr. Chen can be contacted through FICO counsel</p>	<p>Knowledge of third-party use of the FICO Blaze Advisor® software; knowledge regarding the authorship of the various versions of Blaze Advisor® software; knowledge of the extent of preexisting material in later versions of the Blaze Advisor® software.</p>
<p>Chris Ivey</p> <p>VP, Product &amp; Technology Organization, FICO</p>	<p>Knowledge of professional services provided by FICO and statements of work with Chubb &amp; Son.</p>
<p>Aaron Jaeger</p> <p>VP Finance, ACI Worldwide</p> <p>Senior Director of Sales Operations, FICO (Former)</p>	<p>Knowledge of the relationship between FICO and Chubb &amp; Son; knowledge of the parties' negotiation of the Agreement; knowledge of the scope of the Agreement.</p>
<p>Mike Sawyer</p> <p>Client Partner, Insurance &amp; Healthcare, FICO (Former)</p> <p>Mr. Sawyer can be contacted through FICO counsel</p>	<p>Knowledge of the relationship between FICO and Chubb &amp; Son; knowledge of the FICO Blaze Advisor® software; knowledge of the scope of the Agreement; knowledge of the parties' correspondence related to the merger and Federal's breach of the Agreement following the merger.</p>
<p>Bill Waid</p> <p>VP &amp; General Manager, Decision Management Line of Business, FICO</p>	<p>Knowledge of the FICO Blaze Advisor® software; knowledge of the scope of the Agreement; knowledge of the parties' correspondence related to the merger and Federal's breach of the Agreement following the merger; knowledge of third-party use of the FICO Blaze Advisor® software; knowledge of FICO's damages.</p>
<p>Benjamin Baer</p> <p>Vice President, Product Marketing FICO</p>	<p>Knowledge of the FICO case studies and white papers relating to Blaze Advisor, decision rules management generally, and the use of analytics and rules engines generally that are regularly used by FICO in its business. This knowledge includes how the case studies and white papers are prepared, the source(s) of information upon which the case studies and white papers are based, and the regular use of these case studies and white papers in FICO's business.</p>



Fernando Donati Jorge Senior Director of Product Management, FICO	Knowledge of the value of Blaze Advisor® software; knowledge regarding the authorship of the various versions of Blaze Advisor® software; knowledge of the extent of preexisting material in later versions of the Blaze Advisor® software.
Tom Carretta Vice President of Legal and Deputy General Counsel, FICO	Knowledge of Defendants' breach of the Agreement and scope of the breach; knowledge of the parties' negotiations relating to breach of the Agreement; knowledge of the termination of the Agreement.

**Disclosures Required by Fed. R. Civ. P. 26(a)(1)(A)(ii)**

FICO may use the following categories of documents, electronically stored information, and tangible things that it or its attorneys have in their possession, custody, or control to support its claims or defenses.

1. The Software License and Maintenance Agreement and the two amendments thereto (collectively, the "Agreement") entered into by FICO and Chubb & Son, a division of Federal.
2. Documents sufficient to show FICO's ownership of its federal copyrights in multiple versions of its FICO® Blaze Advisor® business rules management software.
3. Documents sufficient to show Federal's change in control as a result of the January 15, 2016 merger, including documents sufficient to show the corporate structure of The Chubb Corporation and its subsidiaries prior to the merger, and documents sufficient to show the corporate structure of Chubb Ltd. and its subsidiaries following the merger.
4. Communications between the parties regarding Federal's breach of the Agreement following the merger and FICO's termination of the Agreement.
5. Documents related to Federal's disclosure of the FICO Blaze Advisor® software to third parties.

6. Documents related to the use of the FICO Blaze Advisor® software by third parties.
7. Documents sufficient to show Chubb & Son's continued use of the FICO Blaze Advisor® software following the termination of the Agreement.
8. Documents sufficient to show FICO's damages, including its loss of licensing revenues resulting from Federal's breach of the Agreement.

**Disclosures Required by Fed. R. Civ. P. 26(a)(1)(A)(iii)**

FICO is still computing its damages and will not be able to complete its computation until it acquires complete information from Federal and it analyzes all available information relevant to damages. At a minimum, FICO seeks to recover its actual damages resulting from Federal's breach of the Agreement, in an amount to be determined at trial, but in excess of \$75,000, exclusive of costs and interest. FICO also seeks to recover damages under 17 U.S.C. § 504 of either its actual damages and all profits derived by Federal as a result of its copyright infringement, or statutory damages, at its election. FICO also seeks to recover its costs and reasonable attorneys' fees under 17 U.S.C. § 505.

**Disclosures Required by Fed. R. Civ. P. 26(a)(1)(A)(iv)**

No disclosure.

Dated: February 22, 2019

MERCHANT & GOULD, P.C.

/s/Heather Kliebenstein

Allen Hinderaker, MN Bar # 45787

Heather Kliebenstein MN Bar #337419

Michael A. Erbele, MN Bar # 393635

MERCHANT & GOULD P.C.

3200 IDS Center

80 South Eighth Street

Minneapolis, MN 55402-2215

Tel: (612) 332-5300

Fax: (612) 332-9081

*Attorneys for Plaintiff FICO*

**CERTIFICATE OF SERVICE**

I hereby certify that on February 22, 2019, a copy of the foregoing was sent via email to the following attorneys of record:

Lora M. Friedemann (#0259615) lfriedemann@fredlaw.com  
Nikola L. Datzov (#0392144) ndatzov@fredlaw.com  
FREDRIKSON & BYRON, P.A.  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402-1425

Dated: February 22, 2019

s/Abigail Krueger  
Abigail Krueger

## **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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FAIR ISAAC CORPORATION,

Court File No. 16-cv-1054 (WMW/DTS)

Plaintiff,

v.

**FEDERAL INSURANCE COMPANY'S  
RULE 26(A)(1) SUPPLEMENTAL  
DISCLOSURES**

FEDERAL INSURANCE COMPANY, an  
Indiana corporation, and ACE  
AMERICAN INSURANCE COMPANY, a  
Pennsylvania corporation,

Defendants.

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Defendant Federal Insurance Company (“Federal”) makes the following supplemental disclosures under Federal Rule of Civil Procedure 26(a)(1). These supplemental disclosures are based on the information reasonably available to Federal. Federal reserves the right to supplement or amend these disclosures in accordance with the Federal Rules of Civil Procedure.

- A. The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment:**

**RESPONSE:**

The following individuals are likely to have discoverable information that Federal may use to support its claims and defenses. Discovery is ongoing, and Federal reserves its right to supplement these disclosures as it becomes necessary.

NAME	SUBJECTS OF INFORMATION
<p>Tamra Pawloski Vice President, Global IT Vendor Management - Software and Compliance</p> <p>Contact through counsel for Federal</p>	<p>Ms. Pawloski has knowledge regarding meetings and communications between the parties, Federal's use of the Blaze Advisor software, and the Scope of Work agreement for installation and use of the Blaze Advisor in the United Kingdom.</p>
<p>Henry Miroluz Senior Systems Architect</p> <p>Contact through counsel for Federal</p>	<p>Mr. Miroluz has knowledge regarding Federal's use of the licensed software, communications between the parties, and a request made by a third party consultant to FICO regarding the Blaze Advisor software.</p>
<p>Pamela Lopata Assistant Counsel</p> <p>Contact through counsel for Federal</p>	<p>Ms. Lopata has knowledge regarding communications between the parties.</p>
<p>Ramesh Pandey Enterprise Architect Practice</p> <p>Contact through counsel for Federal</p>	<p>Mr. Pandey has knowledge regarding Federal's use of the licensed software and communications between the parties.</p>
<p>Thomas F. Carretta Associate General Counsel, FICO</p>	<p>Mr. Carretta has knowledge regarding a letter sent to Joseph F. Wayland dated January 27, 2016.</p>
<p>Zorica Todorovic SVP – Operations and IT, CIO Chubb Insurance Company of Canada</p> <p>Contact through counsel for Federal</p>	<p>Ms. Todorovic may have knowledge regarding Federal's use of Blaze Advisor in Canada.</p>
<p>Russell Hodey</p> <p>Contact through counsel for Federal</p>	<p>Mr. Hodey may have knowledge regarding Federal's use of Blaze Advisor in Australia.</p>
<p>David Gibbs Federal (Former)</p> <p>Contact through counsel for Federal</p>	<p>Mr. Gibbs may have knowledge regarding Federal's use of Blaze Advisor in the United Kingdom.</p>

NAME	SUBJECTS OF INFORMATION
Jim Black Federal (Former)  Contact through counsel for Federal	Mr. Black is a former Federal employee who was involved in negotiations regarding the 2006 software license agreement.
Owen Williams Federal (Former)  Contact through counsel for Federal	Mr. Williams is a former Federal employee who was involved in negotiations regarding the 2006 software license agreement.
Mark Berthiaume Federal (Former)  Contact through counsel for Federal	Mr. Berthiaume is a former Federal employee who may have discussed the scope of the 2006 software license agreement with employee(s) of FICO.
Phil Folz Federal (Former)  Contact through counsel for Federal	Mr. Folz is a former Federal employee who was involved in negotiations regarding the 2006 software license agreement.
Oliver Clark	Mr. Clark is a FICO employee who was involved in discussions with Federal employees regarding use of Blaze Advisor outside the United States.
Lawrence Wachs FICO (Former)	Mr. Wachs is a former FICO employee who was involved in negotiations regarding the 2006 software license agreement.
Russell Schreiber FICO (Former)	Mr. Schreiber is a former FICO employee who may have knowledge regarding the 2006 software license agreement.

**B. A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:**

**RESPONSE:**

1. Software License and Maintenance Agreement and Amendments.
2. Communications between the parties relating to the Software License and Maintenance Agreement.



3. Documents reflecting Federal's use of the licensed software before and after Federal's parent company, The Chubb Corporation, merged with ACE INA Holdings, Inc.

4. Scope of work agreement and related documents concerning Federal's use of the licensed software in the United Kingdom.

**C. A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.**

**RESPONSE:**

Federal is seeking damages based on FICO's breach of contract and violation of the implied covenant of good faith and fair dealing. Federal's damages include the attorney's fees, costs and expenses incurred in this lawsuit, and continue to accrue.

Federal also seeks an award of full costs, including attorney's fees under 15 U.S.C. § 505.

**D. For inspection and copying under Rule 34 any insurance agreement under which an insurance business may be liable to satisfy part or all of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.**

**RESPONSE:**

Not applicable.

Dated: January 28, 2019

/s/Terrence J. Fleming

Terrence J. Fleming (#0128983)

[tfleming@fredlaw.com](mailto:tfleming@fredlaw.com)

Lora M. Friedemann (#0259615)

[lfriedemann@fredlaw.com](mailto:lfriedemann@fredlaw.com)

Leah Janus (#0337365)

[ljanus@fredlaw.com](mailto:ljanus@fredlaw.com)

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[cpham@fredlaw.com](mailto:cpham@fredlaw.com)

**FREDRIKSON & BYRON, P.A.**

200 South Sixth Street, Suite 4000

Minneapolis, MN 55402-1425

(612) 492-7000 (tel.)

(612) 492-7077 (fax)

*Attorneys for Defendants*

64139065.1